

EXHIBIT Z

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The Wimbledon Fund, SPC (Class TT)

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

THE WIMBLEDON FUND, SPC (CLASS TT),

Plaintiff,

vs.

GRAYBOX, LLC; INTEGRATED
ADMINISTRATION; EUGENE SCHER,
AS TRUSTEE OF BERGSTEIN TRUST;
CASCADE TECHNOLOGIES CORP., and
THE LAW OFFICES OF HENRY N.
JANNOL,

Defendants.

AND CONSOLIDATED ACTION AND
RELATED THIRD PARTY ACTIONS.

C.D. Cal. Consolidated Case No. 2:15-
cv-6633-CAS-AJWx

**RESPONSE TO DEFENDANT
KIARASH JAM'S REQUESTS
FOR ADMISSION TO PLAINTIFF
THE WIMBLEDON FUND, SPC
(CLASS TT) – SET ONE**

PROPOUNDING PARTY: Defendant Kiarash Jam

RESPONDING PARTY: Plaintiff The Wimbledon Fund, SPC, (Class TT)

SET NO.: One

PLEASE TAKE NOTICE that the undersigned, Cole Schotz P.C., attorneys for The Wimbledon Fund, SPC (Class TT) (the “Fund”), hereby responds to Defendant Kiarash Jam’s (“Jam”) Request for Admissions as follows.

GENERAL OBJECTION

1. The Fund objects to the definition of the terms “You” and “Your” set forth in the Request for Admissions. The terms are defined to include, among others, “Weston Asset Capital Management, LLC,¹ and its agents, representatives, attorneys, experts, and other persons acting or purporting to act on Weston Asset Capital Management, LLC’s behalf.” Weston is not the Fund’s agent, nor was it acting in its capacity as the Fund’s agent during the times relevant to this litigation. Indeed, Weston participated in and furthered Defendants’ fraudulent scheme, all while acting without the Fund’s knowledge or authority. Two of Weston’s representatives, Keith Wellner and Albert Hallac, pleaded guilty to federal crimes in connection with their roles in Defendants’ fraudulent scheme. Accordingly, the Fund is not in possession, custody, or control of documents that may be in Weston’s possession, custody, or control. Further, the Fund does not have knowledge of relevant facts of which Weston may have knowledge, and to the extent Weston does have knowledge of facts, such knowledge may not be imputed to the Fund.

SPECIFIC RESPONSES AND OBJECTIONS

REQUEST FOR ADM NO. 1.

Admit that YOU had no oral COMMUNICATIONS with JAM.

Answer to No. 1: Subject to the General Objection, but without waiving same, the Fund admits it has not had any direct oral communications with Jam.

REQUEST FOR ADM NO. 2.

¹ Presumably Jam intended to refer to Weston Capital Management LLC and/or Weston Capital Asset Management, LLC (“Weston”).

1 Admit that JAM never made any oral misrepresentations to YOU.

2 **Answer to No. 2:** Subject to the General Objection, but without waiving
3 same, the Fund admits Jam did not make any direct oral misrepresentations to
4 the Fund.

5
6 **REQUEST FOR ADM NO. 3.**

7 Admit that BERGSTEIN was the sole negotiator on SIP's behalf in connection
8 with the NPA.

9 **Answer to No. 3:** Subject to the General Objection, but without waiving
10 same, the Fund neither admits nor denies whether Bergstein was the sole
11 negotiator on behalf of SIP in connection with the NPA. Weston negotiated the
12 NPA on behalf of the Fund. Despite making a reasonable inquiry, the Fund is
13 without knowledge or information as to whether Bergstein was the sole
14 negotiator on behalf of SIP in connection with the NPA. The information the
15 Fund knows or can readily obtain is insufficient to enable the Fund to admit or
16 deny this request.

17
18 **REQUEST FOR ADM NO. 4.**

19 Admit that YOU were aware that some of the funds provided pursuant to the
20 NPA were intended to be utilized to support a medical billing business.

21 **Answer to No. 4:** The Fund objects to this demand because it: (i) presumes
22 that monies provided pursuant to the NPA were in fact "intended to be utilized
23 to support a medical billing business"; and (ii) does not contain any time
24 reference or limitation as to the Fund's alleged awareness. Subject to those
25 objections and the General Objection, but without waiving same, the Fund
26 admits it became aware that SIP ostensibly intended to invest certain monies in
27 Pineboard Holdings, Inc., which purported to be a medical billing business. In
28

1 truth, the Fund now knows that Pineboard Holdings, Inc.—like SIP—was a
2 sham entity through which Defendants effectuated their fraud.

3
4 **REQUEST FOR ADM NO. 5.**

5 Admit that BERGSTEIN did not want to include JAM and IA in the FIRST
6 GROUP DEFENDANTS.

7 **Answer to No. 5:** The Fund objects to this request because it concerns
8 Bergstein’s state of mind. The Fund further objects to this request because it
9 seeks information that is not relevant to any party’s claim or defense. Indeed,
10 the Court entered a decision and order on February 28, 2019 which denied Jam
11 and Integrated Administration’s motion seeking leave to amend their pleadings
12 to assert claims concerning the Settlement Agreement. (Doc. No. 397 at 25 (“In
13 sum, the Court finds that the undue delay, prejudice to opposing party, and
14 futility of amendment all strongly militate against permitting leave to amend this
15 case. Jam and IA have further failed to demonstrate that ‘justice so requires’
16 leave.” (citing Fed. R. Civ. P. 15(a)). As the Court also noted in its decision,
17 “Settlement negotiations are not even admissible as evidence to prove or disprove
18 the validity of a disputed claim.” (Doc. No. 397 at 25 (citing Fed. R. Evid. 408))).
19 In light of the foregoing, the Fund is not responding to this request.
20

21 **REQUEST FOR ADM NO. 6.**

22 Admit that YOU were willing to include JAM and IA in the FIRST GROUP
23 DEFENDANTS without receiving any additional consideration from them during the
24 negotiation of the SETTLEMENT AGREEMENT.

25 **Answer to No. 6:** The Fund objects to this request because it seeks
26 information that is not relevant to any party’s claim or defense. Indeed, the
27 Court entered a decision and order on February 28, 2019 which denied Jam and
28 Integrated Administration’s motion seeking leave to amend their pleadings to

1 assert claims concerning the Settlement Agreement. (Doc. No. 397 at 25 (“In
2 sum, the Court finds that the undue delay, prejudice to opposing party, and
3 futility of amendment all strongly militate against permitting leave to amend this
4 case. Jam and IA have further failed to demonstrate that ‘justice so requires’
5 leave.” (citing Fed. R. Civ. P. 15(a)). As the Court also noted in its decision,
6 “Settlement negotiations are not even admissible as evidence to prove or disprove
7 the validity of a disputed claim.” (Doc. No. 397 at 25 (citing Fed. R. Evid. 408))).
8 In light of the foregoing, the Fund is not responding to this request.
9

10 **REQUEST FOR ADM NO. 7.**

11 Admit that BERGSTEIN and BMK were the sole negotiators on SIP’s behalf in
12 connection with the SETTLEMENT AGREEMENT.

13 **Answer to No. 7:** The Fund objects to this request because it seeks
14 information that is not relevant to any party’s claim or defense. Indeed, the
15 Court entered a decision and order on February 28, 2019 which denied Jam and
16 Integrated Administration’s motion seeking leave to amend their pleadings to
17 assert claims concerning the Settlement Agreement. (Doc. No. 397 at 25 (“In
18 sum, the Court finds that the undue delay, prejudice to opposing party, and
19 futility of amendment all strongly militate against permitting leave to amend this
20 case. Jam and IA have further failed to demonstrate that ‘justice so requires’
21 leave.” (citing Fed. R. Civ. P. 15(a)). As the Court also noted in its decision,
22 “Settlement negotiations are not even admissible as evidence to prove or disprove
23 the validity of a disputed claim.” (Doc. No. 397 at 25 (citing Fed. R. Evid. 408))).
24 In light of the foregoing, the Fund is not responding to this request.
25

26 **REQUEST FOR ADM NO. 8.**

27 Admit that JAM was not involved in any way in the negotiation of the
28 SETTLEMENT AGREEMENT.

1 **Answer to No. 8:** The Fund objects to this request because it seeks
2 information that is not relevant to any party's claim or defense. Indeed, the
3 Court entered a decision and order on February 28, 2019 which denied Jam and
4 Integrated Administration's motion seeking leave to amend their pleadings to
5 assert claims concerning the Settlement Agreement. (Doc. No. 397 at 25 ("In
6 sum, the Court finds that the undue delay, prejudice to opposing party, and
7 futility of amendment all strongly militate against permitting leave to amend this
8 case. Jam and IA have further failed to demonstrate that 'justice so requires'
9 leave." (citing Fed. R. Civ. P. 15(a)). As the Court also noted in its decision,
10 "Settlement negotiations are not even admissible as evidence to prove or disprove
11 the validity of a disputed claim." (Doc. No. 397 at 25 (citing Fed. R. Evid. 408))).
12 In light of the foregoing objection, the Fund is not responding to this request.
13

14 **REQUEST FOR ADM NO. 9.**

15 Admit that YOU knew that, at the time of negotiating and execution of the
16 NPA, BERGSTEIN controlled SIP.

17 **Answer to No. 9:** Subject to the General Objection, but without waiving
18 same, the Fund denies this request to the extent it suggests that Bergstein alone
19 controlled SIP. The Fund understood, based on Jam's role as SIP's vice
20 president and his execution on behalf of SIP of the NPA and various other
21 documents related to the NPA transaction, that Jam and Bergstein (and perhaps
22 others) controlled SIP.
23

24 **REQUEST FOR ADM NO. 10.**

25 Admit that YOU knew that, at the time of negotiating and execution of the
26 NPA, JAM did not control SIP.

27 **Answer to No. 10:** Subject to the General Objection, but without waiving
28 same, the Fund denies this request. The Fund understood, based on Jam's role

1 as SIP's vice president and his execution on behalf of SIP of the NPA and various
2 other documents related to the NPA transaction, that Jam and Bergstein (and
3 perhaps others) controlled SIP.

4
5 **REQUEST FOR ADM NO. 11.**

6 Admit that BERGSTEIN advised you, during the negotiation of the NPA, that
7 the reason he asked Jam to have any role in SIP was due to the negative publicity
8 surrounding BERGSTEIN at the time.

9 **Answer to No. 11:** Subject to the General Objection, but without waiving
10 same, the Fund denies that Bergstein made such a representation to the Fund.

11
12 **REQUEST FOR ADM NO. 12.**

13 Admit that BERGSTEIN advised you, during the negotiation of the NPA, that
14 JAM was not a decision-maker at SIP.

15 **Answer to No. 12:** Subject to the General Objection, but without waiving
16 same, the Fund denies that Bergstein made such a representation to the Fund.

17
18 **REQUEST FOR ADM NO. 13.**

19 Admit that JAM obtained no personal benefit from the proceeds of the NPA.

20 **Answer to No. 13:** Subject to the General Objection, but without waiving
21 same, the Fund denies this request. Documents produced in discovery, as well as
22 the evidence presented at Bergstein's criminal trial, reveal that Jam personally
23 benefited, both directly and through Integrated, from the proceeds of the NPA.

24
25 **REQUEST FOR ADM NO. 14.**

26 Admit that YOU knew, during the negotiation of the NPA, that Bergstein
27 controlled Pineboard Holdings, Inc.
28

1 **Answer to No. 14:** The Fund objects to this request because it presumes
2 that Bergstein in fact controlled Pineboard Holdings, Inc. Subject to that
3 objection and the General Objection, but without waiving same, the Fund denies
4 that it knew, during the negotiation of the NPA, that Bergstein controlled
5 Pineboard Holdings, Inc.

6
7 **REQUEST FOR ADM NO. 15.**

8 Admit that YOU knew that, at the time of negotiating and execution of the
9 SETTLEMENT AGREEMENT, BERGSTEIN controlled SIP.

10 **Answer to No. 15:** The Fund objects to this request because it seeks
11 information that is not relevant to any party's claim or defense. Indeed, the
12 Court entered a decision and order on February 28, 2019 which denied Jam and
13 Integrated Administration's motion seeking leave to amend their pleadings to
14 assert claims concerning the Settlement Agreement. (Doc. No. 397 at 25 ("In
15 sum, the Court finds that the undue delay, prejudice to opposing party, and
16 futility of amendment all strongly militate against permitting leave to amend this
17 case. Jam and IA have further failed to demonstrate that 'justice so requires'
18 leave." (citing Fed. R. Civ. P. 15(a)). As the Court also noted in its decision,
19 "Settlement negotiations are not even admissible as evidence to prove or disprove
20 the validity of a disputed claim." (Doc. No. 397 at 25 (citing Fed. R. Evid. 408))).
21 In light of the foregoing objection, the Fund is not responding to this request.

22
23 **REQUEST FOR ADM NO. 16.**

24 Admit that YOU did not monitor the use of the proceeds YOU paid into SIP.

25 **Answer to No. 16:** The Fund objects to this request because it: (i)
26 presumes it was given the opportunity and/or was obligated to monitor SIP's use
27 of proceeds; and (ii) does not contain any temporal limitation as to when such
28 "monitoring" occurred. Subject to that objection and the General Objection, but

1 without waiving same, the Fund admits it did not monitor SIP's use of proceeds
2 because it had no ability to do so.

3
4 **REQUEST FOR ADM NO. 17.**

5 Admit that the settlement proceeds YOU received pursuant to the
6 SETTLEMENT AGREEMENT were derived from assets controlled by BERGSTEIN.

7 **Answer to No. 17:** The Fund objects to this request because it seeks
8 information that is not relevant to any party's claim or defense. Indeed, the
9 Court entered a decision and order on February 28, 2019 which denied Jam and
10 Integrated Administration's motion seeking leave to amend their pleadings to
11 assert claims concerning the Settlement Agreement. (Doc. No. 397 at 25 ("In
12 sum, the Court finds that the undue delay, prejudice to opposing party, and
13 futility of amendment all strongly militate against permitting leave to amend this
14 case. Jam and IA have further failed to demonstrate that 'justice so requires'
15 leave." (citing Fed. R. Civ. P. 15(a)). As the Court also noted in its decision,
16 "Settlement negotiations are not even admissible as evidence to prove or disprove
17 the validity of a disputed claim." (Doc. No. 397 at 25 (citing Fed. R. Evid. 408)).
18 In light of the foregoing objection, the Fund is not responding to this request.
19

20 **REQUEST FOR ADM NO. 18.**

21 Admit that JAM is not the alter-ego of IA.

22 **Answer to No. 18:** The Fund objects to this request because it: (i) seeks
23 information that is not relevant to any party's claim or defense; and (ii) calls for
24 a legal conclusion. In light of these objections, the Fund is not responding to this
25 request.
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27
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1 DATED: March 24, 2019

3 COLE SCHOTZ P.C.

4 - and -

5 PACHULSKI STANG ZIEHL &
6 JONES, LLP

7
8 By: /s/ James W. Walker

Jeffrey N. Pomerantz

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